



**MARK J. SALADINO**  
TREASURER AND TAX COLLECTOR

# **COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR**

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TTC.LACOUNTY.GOV](http://TTC.LACOUNTY.GOV)

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## **ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

18 October 21, 2014

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

October 21, 2014

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

### **TREASURER AND TAX COLLECTOR RECOMMENDATION TO AWARD CONTRACT FOR PERSONAL PROPERTY AUCTIONEERING SERVICES TO CWS MARKETING GROUP, INC. (ALL DISTRICTS) (3 VOTES)**

#### **SUBJECT**

The recommended action is to approve Contract Award to CWS Marketing Group, Inc. (CWS) for the provision of Personal Property Auctioneering Services.

#### **IT IS RECOMMENDED THAT THE BOARD:**

1. Award and instruct the Chairman to sign the attached Contract (Exhibit I) with CWS to provide Personal Property Auctioneering Services to the Treasurer and Tax Collector (TTC) at a Commission Rate of up to a maximum of 22% of gross sales and a Buyer's Premium of up to a maximum of 15%, commencing on November 21, 2014, for a three-year term through November 20, 2017.
2. Delegate authority to the TTC to execute future amendments to extend the Contract for a maximum of two one-year renewals and/or six month-to-month extensions at the option of the TTC in accordance with the Term of the Contract.
3. Delegate authority to the TTC to execute future amendments to modify the terms of the Statement of Work that do not materially alter the Contract and/or to add and/or change certain terms and conditions in the Contract as required by the Board of Supervisors (Board) or Chief Executive Office (CEO), provided County Counsel's (Counsel) approval is obtained prior to execution of such amendments.

4. Delegate authority to the TTC to approve, if necessary, any assignment and delegation of services performed by CWS in order to ensure continuation of Personal Property Auctioneering Services needs to meet the TTC's mandated operations provided that Counsel's approval is obtained prior to such assignment to meet the TTC's fiduciary obligations to conservator and decedent estates under its administration.

5. Delegate authority to the TTC, if necessary, to execute substantially similar Contract(s) to the next highest ranked, most responsive, and responsible proposer identified in this Request for Proposals (RFP) process in order to ensure that unanticipated circumstances or changes in the Personal Property Auctioneering Services workload requirements, or the incumbent's inability to provide the required services during the Term of the Contract do not jeopardize the TTC's mandated operations, provided Counsel's concurrence is obtained prior to execution.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The California Probate Code requires the Public Administrator (PA) of each county to take charge of and administer decedent estates for which no personal representative has been appointed.

In Los Angeles County (County), the TTC also serves as the PA and, under Contract, also provides administrative services to the County Public Guardian as representative of certain conservator estates. The California Probate Code authorizes the PA to sell personal property of decedent or conservator estates according to requirements set forth in California Probate Code Sections 10250-10263, when necessary in the best interest of the estates, either by public or private sale.

The TTC currently contracts with CWS to provide Personal Property Auctioneering Services. The Contract expires on November 20, 2014. The new proposed Contract with CWS will ensure continuation of the Personal Property Auctioneering Services needs of the TTC. The recommended Contract will commence upon your Board's approval or November 21, 2014, whichever is later.

### **Implementation of Strategic Plan Goals**

The approval of this Contract is consistent with the County's Strategic Plan Goal of Operational Effectiveness/Fiscal Sustainability. The recommended Contract provides for ongoing Personal Property Auctioneering Services.

### **FISCAL IMPACT/FINANCING**

There is no Net County Cost as the auctioneer will be paid a commission of up to a maximum of 22% of gross sales from each auction of estate assets.

The buyers will also pay directly to the auctioneer up to a maximum 15% fee as a premium on their purchase. This Buyer's Premium does not financially impact the estates or the County.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Pursuant to Government Code Section 31000, the Board is authorized to contract for special services.

The Contract contains the County's required provisions, including the requirement for the Contractor to notify and assist its employees with the Federal Earned Income Tax Credit application process, the consideration of qualified GAIN/GROW participants for employment openings, compliance with the Jury Duty Ordinance, Safely Surrender Baby Law, and Contractor notification to the County when Contract is within six months from expiration of the Term of the Contract.

The recommended Contract with CWS is for a term of three years with two one-year renewals and/or six month-to-month extensions, for a maximum Contract Term of five years and six months. The Contractor is in compliance with all of the requirements of the Board, CEO, and Counsel.

CWS will not be asked to perform services that exceed the Contract Commission Rate, scope of work, or Contract dates of the Contract. The Contract expressly provides that the County has no obligation to pay for expenditures by CWS that exceed the maximum Contract Commission Rate. Additionally, the Contract contains performance standards, including liquidated damages for substandard and/or non-performance.

The attached Contract with CWS has been reviewed and approved as to form by Counsel.

## **CONTRACTING PROCESS**

The RFP for Personal Property Auctioneering Services was released on March 24, 2014, and was posted on the County Bid Website of registered vendors under the Commodity Code for Auctioneering Services, which consisted of approximately 31 registered vendors (Attachment I). The RFP was also posted to the TTC Website and the notification letter was sent to an additional 96 vendors listed in Attachment II.

A Mandatory Proposers' Conference (Conference) was held at the TTC's Warehouse location on April 8, 2014, with eight firms attending. Subsequent to the Conference, Addendum 1 was issued on April 7, 2014, to provide updated information related to Section 2.4, Solicitation Requirements Review, and Section 2.5, Proposers' Questions.

Addendum 2 was issued on April 11, 2014, to provide updated information related to Section 2.3, RFP Timetable, and Section 2.10, Proposal Submission.

Addendum 3 was issued on April 16, 2014, to provide responses to written questions received and to provide updated information related to Subparagraph 1.4, Mandatory Minimum Requirements.

The proposal submission deadline was April 30, 2014. A total of three firms responded with proposals by the due date: CWS; GWS Auctions, LLC (GWS); and PropertyRoom.com (PR).

The Contracts Section performed a preliminary review (Pass/Fail Evaluation) of the proposals received to determine whether proposers were in compliance with the minimum mandatory requirements and responsive to the RFP before being evaluated. After consultation with Counsel, the TTC issued Supplemental Data Requests to the three proposers requiring responses by May 13, 2014.

The evaluation was conducted by an Evaluation Committee comprised of members from the TTC's PA Division and the Department of Mental Health's Public Guardian Division. The County's Informed Averaging scoring methodology was utilized.

The proposal submitted by CWS was the highest ranked, most responsive, and responsible of the proposals evaluated. CWS met all of the minimum RFP requirements and its proposal was complete and detailed. The proposal clearly demonstrated that CWS has a good understanding of the scope of work to be performed and the complexity of the TTC's service requirements. CWS has over 25 years' experience providing services similar to those being requested by the TTC, including Contracts with other government entities. The proposal was evaluated and rated according to its responsiveness to criteria included in the RFP. As required by the TTC, the proposal submitted by CWS provided a description of CWS's qualifications, its proposed approach to providing services, and a quality control plan. CWS has verifiable experience providing Personal Property Auctioneering Services as required by the TTC.

The TTC has obtained a letter of intent from CWS for Personal Property Auctioneering Services, affirming their respective negotiated terms and conditions. Debriefings were offered to the two non-recommended proposers, GWS and PR, and both proposers requested and received debriefings.

GWS submitted a Notice of Intent (NOI) to Request a Proposed Contractor Selection Review. The TTC complied with the NOI request and provided GWS with the required documents and the Transmittal to Request a Proposed Contractor Selection Review (Transmittal). The Transmittal was due to the TTC by September 8, 2014, at 5:00 p.m. (Pacific Time). GWS did not submit the Transmittal; therefore, on September 10, 2014, the TTC sent formal notification to GWS that the Proposed Contractor Selection Review process was officially closed and no further action was required.

Minority, Women, Disadvantaged, or Disabled Veteran Business Enterprise statistical information for CWS is included in Attachment III. CWS is not a certified Small Business Enterprise/Community Based Enterprise. The recommendation of CWS is made without regard to race, creed, or color. There are no provisions for a Cost of Living Adjustment in the attached Contract. This is not a Proposition A Contract; therefore, it is exempt from the Living Wage Program (County Code Chapter 2.201).

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The current Contract for Personal Property Auctioneering Services expires on November 20, 2014. The recommended Contract will enable the Contractor to continue the provision of Personal Property Auctioneering Services for the TTC.

#### **CONCLUSION**

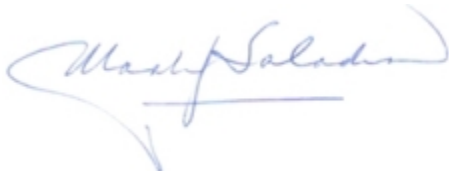
Instruct the Executive Officer/Clerk of the Board to return two signed originals of the Contract and one adopted Board letter to the TTC.

The Honorable Board of Supervisors

10/21/2014

Page 5

Respectfully submitted,

A handwritten signature in blue ink, reading "Mark J. Saladino". The signature is stylized with a large, sweeping initial "M" and a horizontal line extending from the end of the name.

MARK J. SALADINO

Treasurer and Tax Collector

MJS:KK:JK:SPB:E

VT:VMA:ca

Enclosures

c: Chief Executive Officer  
County Counsel  
Executive Officer, Board of Supervisors

## ATTACHMENT I

## DOING BUSINESS WITH US

County Home

Home

E-mail

FAQ


**L.A. county**  
 ONLINE

*To Enrich Lives Through Effective and Caring Services*

 Search for a  
 Closed Bid

Award information has not been added at this time.

 A B C D E F  
 G H I J K L  
 M N O P Q R  
 S T U V W X  
 Y Z All

## Bid Information

Search By

Bid Title

Submit

Sort By

Bid Title

Sort

Bid Number : TTC RFP 2014-01 PPA

Bid Title : Personal Property Auctioneering Services

Bid Type : Service

Department : Treasurer and Tax Collector

Commodity : AUCTIONEERING SERVICES

Open Date : 3/24/2014

Closing Date : 8/5/2014 4:00 PM

Notice of Intent to Award : [View Detail](#)

Bid Amount : N/A

Bid Download : [Available](#)

Bid Description : The County of Los Angeles (County) Treasurer and Tax Collector (TTC) is issuing this Request for Proposals (RFP) for the provision of Personal Property Auctioneering Services.

The RFP can be downloaded from the Internet by either accessing the County's website at <http://camisvr.co.la.ca.us/lacobids> and selecting "View Open Bids" and then "List by Department," or the TTC's website at <http://ttc.lacounty.gov> by clicking on the "TTC Contract Opportunities" link. Potential proposers should take care to download and review the entire RFP.

The RFP contains the service requirements, proposal content and format requirements, a description of the proposal selection process, and a sample contract for the TTC. Vendors that meet the minimum requirements identified in Paragraph 1.4, Minimum Mandatory Requirements, of the RFP are invited to submit a proposal to provide the services described further in Appendix B, Statement of Work, of the RFP. Potential proposers should carefully review the RFP and ensure that their proposal complies with all RFP requirements.

A Mandatory Proposers' Conference, to answer questions regarding the written specifications of the RFP, will be held at 10:00 a.m., Pacific Time, on Tuesday, April 8, 2014, at 16610 Chestnut Street, City of Industry, California 91748. Any vendor submitting a proposal MUST ATTEND this Conference or will be disqualified. To register to attend the Mandatory Proposers' Conference, please call Victor Andrade, Contracts Section, at (213) 974-7360 or send email to [contracts@ttc.lacounty.gov](mailto:contracts@ttc.lacounty.gov) no later than Monday, April 7, 2014.

The RFP responses must be prepared in accordance with Section 2.0, Proposal Submission Requirements, of the RFP. Proposals are due no later than 4:00 p.m., Pacific Time, on Thursday, April 24, 2014, and shall be delivered or mailed to the TTC, Contracts Section, 500 West Temple Street, Room 437, Los Angeles, California 90012. Proposals received after the scheduled deadline will not be accepted and shall be returned to the sender unopened.

Amendment Date : 4/8/2014 Addendum One

**Distribution List Name:** PPA RFP 2014

**Members:**

A&A Auction	webmaster@aaauctions.com
A.N. Abell Auction Company	don@abell.com
A-1 Auction Liquidators Inc.	a1auction@worldnet.att.net
A1 Auction Service	vendetta@pacbell.net
Abamex Auction Co.	auctions@abamex.com
Alexander Slatopolsky	slato@molaa.com
American Auctioneers	dadotson@aol.com
Ashman Co. Auctioneer & Appraisals Inc.	ashmanco@pacbell.net
Asset Reliance International, LLC	alex@ar-int.com
Avanti Fine Arts Appraisers & Auctioneers	avantiarts@sbcglobal.net
Barry Sweet Auctioneers	bnsweet3@home.com
BBC	jrrodeffer@mac.com
Bendis Auctioneers	dbendis@charter.net
Bishop Auctions International	baiappraisals@yahoo.com
Brian Testo & Associates	brian@btesto.com
Broken Bow Livestock Supply	brokenbo@silcom.com
C.G. Wyatt & Associates	cwyatt@dishfactory.com
California State Auctioneers Association	aherman@auctioneers.org
Cardoza Auctions	cardozaauctions@hotmail.com
Carl Johnson Co	info@carljohnsonco.com
Central Valley Auction, Inc.	cva@sierratel.com
Charles Dreyer	urgency@loveyourbid.com
Clutterby's Auctions	clutterbys@mail.com
Cowan Alexander LLC	adam@cowanalexander.com
CWS Marketing Group	sfraley@cwsmarketing.com
DGW Auctioneers	dgw@dgwauctioneers.com
DoveBid, Inc.	bbaird@alamedanet.net
Eddie Lugo	chinocalfman@yahoo.com
Fausset Auction Service	noiauction@aol.com
Fred Bush & Associates	sales@fredbush.com
Frontier Auction Service	ktfrankhouser@yahoo.com
Great American Group	mweitz@greatamerican.com
Hambrook's Auction Center	hambrooks@hambrooks-auction.com
Harvey Clars Estate Auction & Gallery	redge@harveyclar.com
Have Gavel Will Travel	gates@rickadee.net
Horse Housing Construction	syndhhc@aol.com
Huisman Auctions Inc.	auctioninfo@huismanauctions.com
I.M. Chait Gallery	chait@chait.com
Jim Glines	jimglines@verizon.net
Joe Tadlock Auctioneer	jotad@aol.com
John Moran Auctioneers, Inc.	info@johnmoran.com
John S. Manocchia Auctioneer & Realtor	auction41@aol.com
Joseph Ward	j.ward@lycos.com
Kanon & Rose	alkanon@hotmail.com

**PERSONAL PROPERTY AUCTIONEERING SERVICES - MAILING LIST****ATTACHMENT II**

Ken Porter Auction Co. Inc.	dale@kenporterauctions.com
Kennedy Wilson	rwinchell@kennedywilson.com
Kingston Auctions	michelle@gobid4art.com
Kohn-Megibow Co.	outbidu@sbcglobal.net
Kozma Auction Service, Inc.	kaas@verizon.net
Manuel Fonseca	cva@sti.net
Mark Fischer	himark@volcano.net
McCormack Auction Co., Inc.	jm@mccormackauction.com
Moving and Associated Service Inc.	luis@masmoving.com
Mulrooney Auction Co.	info@mulrooneyauction.com
Nathan Leibovici & Associates	nleibovici@aol.com
Nationwide Auction Systems	dnelson@nationwideauction.com
Ogrens Auction	ogrens@pacbell.net
Ostrin & Ostrin Company	auctions@ostrinauctioneers.com
Pacific Auction Exchange	info@auctionsells.com
Pacific Auction Exchange Inc.	chuck@paxinc.com
Pacific Auction Exchange, Inc.	marti@paxinc.com
Pacific Auction Exchange, Inc.	miketheauctioneer@yahoo.com
Pacific Coast Realty & Auction	pacreal@earthlink.net
Pacific Realty Network	mark@pacific-realty.net
Partager Fine Art & Auction	partager-arts@msn.com
Ponterio & Associates	coins@ponterio.com
ProAuction.Net	Donald.Rehkopf@gmail.com
Property Bureau.com	blythe@propertyroom.com
R.L. Spear Co, Inc.	rlspear1@yahoo.com
Rabin Worldwide, Inc.	drew.hynes@rabin.com
Rabin Worldwide, Inc.	ivina.okun@rabin.com
Real Estate Auction Marketing Assoc.	casellers@frontiernet.net
Real Estate Disposition	rob@landstuff.com
Rich Wasser, Auctioneers	richwasser@verizon.net
Rick Cole & Associates, LLC	gotorickcole@aol.com
Robert Flores Auctions	rcflores2@juno.com
Ronald J. Gillio, Inc.	rjgillio@gte.net
Sacramento Auction House, Inc.	gene@tahsac.com
Slawinski Auction Co.	antiques@slawinski.com
South Coast Auction	billysca@verizon.net
Southern California Public Auction	socalauc@pacbell.net
Stanley M. Friedman Inc.	smfco@concentric.net
Surplus Sales	ssauctioneers@aol.com
Tech Exec Partners, Inc.	dianne@techexecpartners.com
Tom Frankhouser	ktfrankhouser@direcway.com
Treasure Trove	hot329@aol.com
Tri State Auction Systems	info@tristateauction.com
U Bid 4 It Auction Company Inc.	ubid4it@earthlink.net
U.S. Enterprises	walt@usenterprises.com
Van Horn Auction & Appraisal Group, LLC	vanhornauctions@cox.net
Walt Adams Auctioneer	buy@waltadams.com
Wayne Wittenmore	waynekevin@comcast.net



**PERSONAL PROPERTY AUCTIONEERING SERVICES - MAILING LIST**

**ATTACHMENT II**

West Auctions	jack@westauction.com
West Auctions, LLC	dennis@westauction.com
Western Construction Auctions, Inc.	Grant.cook@wca-online.com
Western Construction Auctions, Inc.	info@wca-online.com

### ATTACHMENT III

#### MINORITY, WOMEN, DISADVANTAGED OR DISABLED VETERAN BUSINESS ENTERPRISE STATISTICAL INFORMATION

FIRM/ORGANIZATION INFORMATION AS PROVIDED BY PROPOSER  
PERSONAL PROPERTY AUCTIONEERING SVCS.

The following information was gathered for statistical purposes only. On final analysis and consideration of award, vendor was selected without regard to gender, race, creed or color.

FIRM INFORMATION	CWS Marketing Group, Inc.	
CULTURAL/ETHNIC COMPOSITION	% of Ownership	No.
OWNERS/ PARTNERS:		
Black/African American	N/A	0
Hispanic/Latino	N/A	0
Asian or Pacific Islander	N/A	0
American Indian	N/A	0
Filipino	N/A	0
All others	49.00%	1
Women (included above)	51.00%	1
MANAGERS:		
Black/African American	0	
Hispanic/Latino	1	
Asian or Pacific Islander	1	
American Indian	0	
Filipino	0	
All others	4	
Women (included above)	4	
STAFF:		
Black/African American	0	
Hispanic/Latino	1	
Asian or Pacific Islander	0	
American Indian	0	
Filipino	0	
All others	3	
Women (included above)	2	
TOTAL NUMBER OF EMPLOYEES	18	
BUSINESS STRUCTURE	Corporation	
Certified as Minority, Woman, Disadvantaged or Disabled Veteran Business Enterprise?	N/A	



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**CWS MARKETING GROUP, INC.**

**FOR**

**PERSONAL PROPERTY AUCTIONEERING SERVICES**

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**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
CWS MARKETING GROUP, INC.  
FOR  
PERSONAL PROPERTY AUCTIONEERING SERVICES**

This Contract and Exhibits made and entered into this 21st day of October, 2014 by and between the County of Los Angeles, hereinafter referred to as the County, and CWS Marketing Group, Inc., hereinafter referred to as Contractor. CWS Marketing Group, Inc. is located at 2850 Mesa Verde Drive E., Suite 118, Costa Mesa, California 92626.

**RECITALS**

WHEREAS, pursuant to Government Code Section 31000 which authorizes the Board of Supervisors (Board) to contract for special services; and

WHEREAS, the Contractor is a private firm specializing in providing Personal Property Auctioneering Services; and

WHEREAS, Contractor has submitted a proposal to the County Treasurer and Tax Collector (TTC) for provision of such services and based upon the Request for Proposals (RFP) process, Contractor has been selected for recommendation for award of such Contract; and

WHEREAS, the TTC on behalf of the County shall administer said Contract;

NOW THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, the parties agree to the following:



## **1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, G, H, I, and J are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

### **Standard Exhibits:**

- 1.1 EXHIBIT A - Statement of Work (SOW)
- 1.2 EXHIBIT B - Commission Rate and Buyer's Premium
- 1.3 EXHIBIT C - Technical Exhibits
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Forms Required at the Time of Contract Execution
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law
- 1.10 EXHIBIT J - Defaulted Property Tax Reduction Program

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Subparagraph 8.1 – Change Notices and Amendments, and signed by both parties.

## 2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Contract:** Agreement executed between the County and Contractor. It sets forth the terms and conditions for the issuance and performance of the SOW, Exhibit A.
- 2.2 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the SOW.
- 2.3 **Contractor Auction Manager:** The individual or alternate designated by the Contractor to provide overall management and coordination of the day-to-day auction operations and services, oversee auction set-up, auction day activities, and be on-site during each auction.
- 2.4 **Contractor Contract Manager:** The individual designated by the Contractor as principal officer to administer the Contract operations after the Contract Award.
- 2.5 **County Contract Administrator:** Person designated by the County with authority for the County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Contract Manager.
- 2.6 **County Contract Manager:** Person designated by the County's Contract Administrator to manage the operations under this Contract.
- 2.7 **County Contract Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services, and other work provided by the Contractor.
- 2.8 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.9 **Fiscal Year:** The 12-month period beginning July 1st and ending the following June 30th.

### **3.0 WORK**

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete, and deliver on time all tasks, deliverables, services, and other work as set forth herein.
- 3.2 The Contractor agrees that the performance of work and services pursuant to the requirements of this Contract shall conform to high professional standards as exist in the Contractor's profession or field of practice.
- 3.3 If the Contractor provides any tasks, deliverables, goods, services, or other work other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

### **4.0 TERM OF CONTRACT**

- 4.1 The Term of the Contract shall be three years commencing upon approval by the County's Board or November 21, 2014, whichever is later, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend the Term of the Contract for up to two additional one-year periods and/or six month-to-month extensions, for a maximum total Term of the Contract of five years and six months. Each of such option and extension shall be exercised at the sole discretion of the TTC throughout the Term of the Contract to meet the needs of the County. In the event the TTC desires to renew the Contract by exercising an option term, the TTC shall provide Contractor with a written notice of intent to renew the Contract 30 days prior to the expiration of the Term of the Contract. The renewal option shall be set forth in writing, as provided in Subparagraph 8.1, Change Notices and Amendments.

The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise the Term of the Contract extension option.

- 4.3 The Contractor shall notify the TTC when this Contract is within six months from the expiration of the Term of the Contract as provided for hereinabove. Upon occurrence of this event, the Contractor shall send a written notification to the TTC at the address herein provided in Exhibit E - County's Administration.

## **5.0 COMMISSION RATE AND BUYER'S PREMIUM**

- 5.1 In accordance with the Term of the Contract, the TTC will assign auctions of personal property, as defined in Exhibit A, SOW, to the Contractor for which the Contractor shall retain a commission as set forth in Exhibit B, Commission Rate and Buyer's Premium, on gross sales on items sold at auctions.

### **5.2 Commission Payments**

The Contractor shall collect gross receipts at the auctions, subtract the appropriate commission identified in Exhibit B, Commission Rate and Buyer's Premium, and amounts for pre-approved expenses, if any; and shall, within one business day after the auction, present the TTC a check for the net proceeds either in person or by certified mail addressed to the County Contract Administrator.

### **5.3 Commission Rate and Buyer's Premium**

The Contractor's commission rate and buyer's premium shall remain firm and fixed for the Term of the Contract in accordance with Exhibit B, Commission Rate and Buyer's Premium.

### **5.4 No Payment for Services Provided Following Expiration/Termination of Contract**

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any services provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration/termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

## **6.0 ADMINISTRATION OF CONTRACT - COUNTY**

### **COUNTY ADMINISTRATION**

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit E - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

## **COUNTY PERSONNEL**

The TTC shall assign a Contract Administrator and a Contract Manager to provide overall management and coordination of the Contract and act as liaisons for the TTC. The County Contract Administrator shall provide information to the Contractor in areas relating to policy and procedural requirements and the County Contract Manager will monitor the Contractor's performance during the Term of the Contract. The TTC shall inform the Contractor in writing of the name, address, and telephone number of the individuals designated to act as Contract Administrator and Contract Manager, or any alternate identified in Exhibit E, County's Administration, of this Contract at the time the Contract is executed and notify the Contractor as changes occur.

### **6.1 County's Contract Administrator**

- 6.1.1 The County's Contract Administrator is designated in Exhibit E – County's Administration. The County shall contact the Contractor in writing of any changes in the name or address of the County's Contract Administrator.
- 6.1.2 The County's Contract Administrator shall be responsible for ensuring that the objectives of this Contract are met and determining Contractor's compliance with the Contract and inspecting all tasks, deliverable, goods, services, or other work provided by or on behalf of Contractor.
- 6.1.3 The County's Contract Administrator is responsible for providing overall direction to Contractor in the areas relating to the County policy, information requirements, and procedural requirements.
- 6.1.4 The County's Contract Administrator is not authorized to make any changes in any of the terms and conditions of this Contract, except as permitted in accordance with Subparagraph 8.1, Change Notices and Amendments, of this Contract and is not authorized to further obligate the County in any respect whatsoever.

### **6.2 County's Contract Manager**

- 6.2.1 The responsibilities of the County's Contract Manager/Alternate Contract Manager include:
  - As needed, request meeting with the Contractor's Contract Manager/Alternate Contract Manager; and

- inspect any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

6.2.2 The County's Contract Manager/Alternate Contract Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate the County in any respect whatsoever.

### **6.3 County's Contract Monitor**

6.3.1 The County's Contract Monitor is responsible for overseeing the day-to-day administration of this Contract. The Contract Monitor reports to the County's Contract Manager/Alternate Contract Manager.

## **7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR**

### **CONTRACTOR PERSONNEL**

The Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on-site shall be authorized to act for Contractor in every detail and must speak and understand English.

The Contractor shall be required to background check its employees as set forth in Subparagraph 7.7, Background and Security Investigations, of this Contract.

### **7.1 Contractor's Contract Administrator**

7.1.1 The Contractor's Contract Administrator shall be a full-time employee of the Contractor. The Contractor's Contract Administrator shall be the principal officer in the Contractor's office to service the Contract and to act as a liaison for the Contractor in coordinating the performance under the Contract. The TTC must be provided in writing with the name, address, and telephone number of the individual designated to act as the Contract Administrator or any alternate identified in Exhibit F of this Contract and provide a current copy of the person's resume at the time the Contract is executed and notify the TTC as changes occur.

7.1.2 The Contractor's Contract Administrator shall be responsible for the Contractor's performance of all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor and ensuring Contractor's compliance with this Contract.

7.1.3 The Contractor's Contract Administrator shall be available to meet and confer with the County's Contract Administrator on an as needed basis, either in person or by telephone as mutually agreed by the parties, to review Contract performance and discuss Contract coordination. Such meetings shall be conducted at a time and place as mutually agreed by the parties.

## **7.2 Contractor's Auction Manager**

The Contractor is also required to designate an individual to act as the Auction Manager. The Auction Manager/Alternate Auction Manager shall provide overall management and coordination of the day-to-day auction operations and services provided under the Contract. The Auction Manager or designated Alternate Auction Manager shall be on-site on a daily basis, from 7:00 a.m. to 4:00 p.m. (Pacific Standard Time) or until auction activities are concluded to oversee the auction preparation which shall include Saturdays, if applicable. In addition, the Auction Manager or designated Alternate Auction Manager will be on-site during each auction to oversee the auction day activities throughout its duration.

## **7.3 Contractor's Contract Manager**

7.3.1 The Contractor's Contract Manager/Alternate Contract Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Contract Manager/Alternate Contract Manager.

7.3.2 The Contractor shall assign a Contract Manager/Alternate Contract Manager and a designated alternate to act as liaison for the Contractor and have full authority to act on behalf of the Contractor in all matters related to the daily operation of the Contract. The Contract Manager, or the Alternate Contract Manager, shall be available on a daily basis Monday through Friday during the hours of 7:00 a.m. to 4:00 p.m. (Pacific Standard Time) for telephone contact and to meet with County personnel regarding the operation of the Contract.

## **7.4 Notice of Personnel Changes**

The Contractor shall inform the TTC Contract Administrator in writing of the names, addresses, and telephone numbers of the individuals designated to act as Contract Manager, Alternate Contract Manager,

Auction Manager, and Alternate Auction Manager at the time the Contract is implemented and as changes occurs during the Term of the Contract. Such notification shall be made by the Contractor no later than five business days after a change occurs and shall include a current resume for the new person. The TTC shall have the right to approve the assignment or replacement of any personnel recommended by the Contractor.

## **7.5 Approval of Contractor's Staff**

The County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff including, but not limited to, the Contractor's Contract Manager.

## **7.6 Contractor's Staff Identification**

7.6.1 The Contractor shall provide adequate staff to complete the public auction. All the Contractor's staff and representatives shall wear matching shirts, jackets, or vests with the Contractor's logo clearly visible, in order to be easily identified by the public and by TTC.

7.6.2 The Contractor shall provide all staff assigned to this Contract with a photo identification badge in accordance with the County specifications. Specifications may change at the discretion of the County and the Contractor will be provided new specifications as required. The format and content of the badge is subject to the TTC's approval prior to the Contractor implementing the use of the badge. The Contractor staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

7.6.3 The Contractor shall notify the TTC within one business day when staff is terminated from working under this Contract. The Contractor shall retrieve and immediately destroy the staff's County photo identification badge at the time of removal from the County Contract.

7.6.4 If the TTC requests the removal of the Contractor's staff, the Contractor is responsible to retrieve and immediately destroy the Contractor's staff's photo identification badge at the time of removal from working on the Contract.



## **7.7 Background and Security Investigations**

- 7.7.1 Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of the County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice (DOJ) to include state, local, and federal level review which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor regardless if the member of Contractor's staff passes or fails the background investigation.
- 7.7.2 If a member of the Contractor's staff does not pass the background investigation, the County may request that the member of the Contractor's staff be immediately removed from performing services under the Contract at any time during the Term of the Contract. The County will request the Contractor to advise the Contractor's staff member who did not pass the background investigation to contact the County immediately to receive a copy of the Criminal Offender Record Information (CORI) obtained from the DOJ and through the County's background investigation.
- 7.7.3 The County, in its sole discretion, may immediately deny or terminate facility access to any member of the Contractor's staff who does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.7.4 Disqualification of any member of the Contractor's staff pursuant to this Paragraph 7.7 shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **7.8 Confidentiality**

- 7.8.1 The Contractor shall maintain the confidentiality of all records and information in accordance with all applicable federal, state, and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures relating to confidentiality including, without limitation, the County

policies concerning information technology security and the protection of confidential records and information.

- 7.8.2 The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses including, without limitation, defense costs, and legal; accounting, and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors to comply with this Paragraph 7.8, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Paragraph 7.8 shall be conducted by the Contractor and performed by the Counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all costs and expenses incurred by the County in doing so. The Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without the County's prior written approval.
- 7.8.3 The Contractor shall inform all of its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.8.4 The Contractor shall sign and adhere to the provisions of the Contractor Acknowledgement and Confidentiality Agreement, Exhibit G1.
- 7.8.5 The Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the Contractor Employee Acknowledgment and Confidentiality Agreement, Exhibit G2.
- 7.8.6 The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the Contractor Non-Employee Acknowledgment and Confidentiality Agreement, Exhibit G3.

- 7.8.7 During the Term of the Contract, the Contractor shall maintain an updated file of the signed forms and shall forward copies of all signed forms to the TTC Contract Administrator whenever changes in personnel occur.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 Change Notices and Amendments**

- 8.1.1 The County reserves the right to initiate Change Notices that **do not affect** the term or Commission Rate or payments and do not materially alter the Contract. All such changes shall be executed with a Change Notice to this Contract signed by the Contractor and by the County's Contract Administrator.
- 8.1.2 For any change which affects the Commission Rate and/or SOW that does not materially alter the Contract, an Amendment to this Contract shall be prepared and executed by the Contractor and by the TTC, provided County Counsel's approval is obtained prior to execution of such Amendment(s).
- 8.1.3 For any change which affects the Term, Commission Rate, Buyer's Premium, and/or SOW under this Contract that materially alters the Contract, an Amendment to this Contract shall be prepared; therefore, executed by the Contractor and by the TTC or his/her designee, and thereafter by the County's Board.
- 8.1.4 The County's Board or Chief Executive Office (CEO) or designee may require the addition and/or change of certain terms and conditions in the Contract during the Term of the Contract. The County reserves the right to add and/or change such provisions as required by the County's Board or CEO. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the TTC or his/her designee.
- 8.1.5 The TTC may, at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. For the exercise of the TTC's additional optional one-year periods and/or six month-to-month extensions, a written notice shall be prepared and signed by the TTC and delivered to the Contractor prior to the expiration of the current Term of the Contract. The Contractor agrees that

such extensions of time shall not change any other term or condition of this Contract during the period of such extensions.

## **8.2 Assignment and Delegation**

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this subparagraph, the County's consent shall require a written amendment to the Contract which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims which the Contractor may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

### **8.3 Authorization Warranty**

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

### **8.4 Budget Reductions**

In the event that the County's Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the Term of the Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

### **8.5 Complaints**

The Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to complaints.

- 8.5.1 Within ten business days after the Contract's effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating, and responding to user complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five business days for the County's approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Contract Administrator of the status of the investigation within five business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the County's Contract Administrator within three business days of mailing to the complainant.

## **8.6 Compliance with Applicable Law**

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses including, without limitation, defense costs, and legal, accounting, and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures as determined by the County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by the Counsel selected by Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel including, without limitation, County Counsel and reimbursement from Contractor for all such costs and expenses incurred by the County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission in each case on

behalf of the County without the County's prior written approval.

## **8.7 Compliance with Civil Rights Laws**

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D, Contractor's EEO Certification.

## **8.8 Compliance with the County's Jury Service Program**

### **8.8.1 Jury Service Program**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

### **8.8.2 Written Employee Jury Service Policy**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service.
2. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an

aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Jury Service Program.
4. Contractor's violation of this subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.



## **8.9 Conflict of Interest**

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the Term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be a material breach of this Contract.

## **8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-employment List**

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

## **8.11 Consideration of Hiring Gain/Grow Program Participants**

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the

Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) to obtain a list of qualified GAIN/GROW job candidates.

- 8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

## **8.12 Contractor Responsibility and Debarment**

### **8.12.1 Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

### **8.12.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

### **8.12.3 Non-responsible Contractor**

The County may debar a Contractor if the Board finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3)

committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

#### **8.12.4 Contractor Hearing Board**

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision which shall contain a recommendation regarding whether the Contractor should be debarred and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
3. After consideration of any objections, or if no objections are submitted; a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in

ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **8.12.5 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of the County Contractors.

#### **8.13 Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage

its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

#### **8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program**

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the Term of the Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

#### **8.15 County's Quality Assurance Plan**

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. The Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

## **8.16 Damage to County Facilities, Buildings, or Grounds**

- 8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor, employees, or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than 30 days after the occurrence.
- 8.16.2 If the Contractor fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

## **8.17 Employment Eligibility Verification**

- 8.17.1 The Contractor warrants that it fully complies with all federal and state statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and state statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any federal or state statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

## **8.18 Facsimile Representations**

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Subparagraph 8.1 and received via communications facilities, as legally sufficient evidence that such

original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

#### **8.19 Fair Labor Standards**

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

#### **8.20 Force Majeure**

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this subparagraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or

services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **8.21 Governing Law, Jurisdiction, and Venue**

This Contract shall be governed by, and construed in accordance with, the laws of the state of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the state of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County.

## **8.22 Independent Contractor Status**

8.22.1 This Contract is by and between the County and the Contractor and is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in Subparagraph 7.8 - Confidentiality.



### **8.23 Indemnification**

The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents, and volunteers (County Indemnitees) from and against any and all liability including, but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

### **8.24 General Provisions for all Insurance Coverage**

Without limiting Contractor's indemnification of the County and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types, and limits (the Required Insurance) also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

#### **8.24.1 Evidence of Coverage and Notice to the County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to the County and a copy of an additional insured endorsement confirming the County and its Agents (defined below) has been given insured status under the Contractor's General Liability policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to the County not less than ten days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The insured party named on the Certificate shall match the name of

the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s) shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles  
Treasurer and Tax Collector  
Contracts/Procurement Section  
500 West Temple Street, Room 464  
Los Angeles, California 90012

Contractor also shall promptly report to the County any injury, or property damage accident, or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies, or securities entrusted to the Contractor. The Contractor also shall promptly notify the County of any third party claim or suit filed against the Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against the Contractor and/or the County.

#### **8.24.2 Additional Insured Status and Scope of Coverage**

The County, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. The County and its Agents additional insured status shall apply with

respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **8.24.3 Cancellation of or Changes in Insurance**

The Contractor shall provide the County with, or the Contractor's insurance policies shall contain a provision that the County shall receive written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage, or policy period. The written notice shall be provided to the County at least ten days in advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

#### **8.24.4 Failure to Maintain Insurance**

The Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which the County immediately may withhold payments due to the Contractor, and/or suspend or terminate this Contract. The County, at its sole discretion, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to the Contractor, deduct the premium cost from sums due to the Contractor or pursue the Contractor reimbursement.

#### **8.24.5 Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by the County.

#### **8.24.6 Contractor's Insurance Shall Be Primary**

The Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to the Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

#### **8.24.7 Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### **8.24.8 Sub-Contractor Insurance Coverage Requirements**

The Contractor shall include all Subcontractors as insureds under the Contractor's own policies, or shall provide the County with each Subcontractor's separate evidence of insurance coverage. The Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County and the Contractor as additional insureds on the Subcontractor's General Liability policy. The Contractor shall obtain the County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

#### **8.24.9 Deductibles and Self-Insured Retentions (SIRs)**

The Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require the Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing the Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the state of California.

#### **8.24.10 Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. The Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following the Contract expiration, termination or cancellation.

#### **8.24.11 Application of Excess Liability Coverage**

The Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

#### **8.24.12 Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard Insurance Services Office, Inc. (ISO) separation of insureds provision with no insured versus insured exclusions or limitations.

#### **8.24.13 Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, the Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements, and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

#### **8.24.14 County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

### **8.25 Insurance Coverage**

#### **8.25.1 Commercial General Liability**

Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
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Products/Completed Operations Aggregate: \$1 million  
Personal and Advertising Injury: \$1 million  
Each Occurrence: \$1 million

#### **8.25.2 Automobile Liability**

Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

#### **8.25.3 Workers Compensation and Employers' Liability**

Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or is an employee leasing, or temporary staffing firm, or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that the County will receive not less than 30 days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or Workmen's Compensation law or any federal occupational disease law.

#### **8.25.4 Professional Liability/Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following this Agreement's expiration, termination, or cancellation.

#### **8.25.5 Crime Coverage**

A Fidelity Bond or Crime Insurance policy with limits of not less than \$1 million per occurrence. Such coverage shall

protect against all loss of money, securities, or other valuable property entrusted by the County to the Contractor, and apply to all of Contractor's directors, officers, agents, and employees who regularly handle or have responsibility for such money, securities, or property. The County and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

#### **8.25.6 Surety Bond**

Pursuant to California Civil Code, Title 2.95 (commencing with Section 1812.600), "every auctioneer and auction company shall maintain a bond issued by a surety company admitted to do business in this state." A photocopy of the Surety Bond (Bond) and deposit receipt of the Bond filed with the Secretary of State in the sum of not less than \$20,000.

### **8.26 Liquidated Damages**

- 8.26.1 If, in the judgment of the TTC, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the TTC, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the TTC, or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2 If the TTC, or his/her designee, determines that there are deficiencies in the performance of this Contract that the TTC, or his/her designee, deems are correctable by the Contractor over a certain time span, the TTC, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the TTC, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be

impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is \$100 per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Appendix C, Technical Exhibit 2, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be the County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor (or invoiced to the Contractor if no payment is due) from the County, as determined by the County.

- 8.26.3 The action noted in Subparagraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 8.26.4 This subparagraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Subparagraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## **8.27 Most Favored Public Entity**

If the Contractor's prices decline, or should the Contractor at any time during the Term of this Contract provide the same goods or services under similar quantity and delivery conditions to the state of California or any county, municipality, or district of the state at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

## **8.28 Non-Discrimination and Affirmative Action**

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard



to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation in compliance with all applicable federal and state anti-discrimination laws and regulations.

- 8.28.2 The Contractor shall certify to, and comply with the provisions of Exhibit D, Contractor's EEO Certification.
- 8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation in compliance with all applicable federal and state anti-discrimination laws and regulations. Such action shall include, but not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and state laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow the County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Subparagraph 8.28, when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Subparagraph 8.28, have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated federal or state anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of \$500 for each such violation pursuant to California Civil Code Section 1671, as liquidated damages in lieu of terminating or suspending this Contract.

#### **8.29 Non- Exclusivity**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the TTC from acquiring similar, equal, or like goods and/or services from other entities or sources.

#### **8.30 Notice of Delays**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one business day, give notice thereof, including all relevant information with respect thereto, to the other party.

#### **8.31 Notice of Disputes**

The Contractor shall bring to the attention of the County's Contract Administrator and/or County's Contract Manager any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Contract Administrator or the County's Contract Manager is not able to resolve the dispute, the TTC or designee shall resolve it.

#### **8.32 Notice to Employees Regarding the Federal Earned Income Credit**

The Contractor shall notify its employees and shall require each Subcontractor to notify its employees that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the

requirements set forth in the Internal Revenue Service Notice No. 1015.

### **8.33 Notice to Employees Regarding the Safely Surrendered Baby Law**

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in the County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

### **8.34 Notices**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten days prior written notice thereof to the other party. The TTC, or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

### **8.35 Prohibition Against Inducement or Persuasion**

Notwithstanding the above, the Contractor and the County agree that, during the Term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

### **8.36 Public Records Act**

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Subparagraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract, as well as those documents which were required to be submitted in response to the RFP used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 625, et

seq. Public Records Act and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law or by an order issued by a court of competent jurisdiction.

- 8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

### **8.37 Publicity**

- 8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the Term of the Contract, the Contractor shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

- 8.37.2 The Contractor may, without the prior written consent of the County, indicate in its proposals and sales materials that it has been awarded this Contract with the County, provided that the requirements of this Subparagraph 8.37 shall apply.

### **8.38 Record Retention and Inspection/Audit Settlement**

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles.

The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information shall be kept and maintained by the Contractor and shall be made available to the County during the Term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any federal or state auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within 30 days of the Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this Subparagraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.3 If, at any time during the Term of this Contract or within five years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand, or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this

Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

**8.38.4 Financial Statements:** Beginning one year after the Effective Date and every year thereafter until the expiration of this Contract, the Contractor shall submit to the County a complete set of financial statements, audited if available, for the 12 month period. Such statements shall, at a minimum, include a Balance Sheet (Statement of Financial Position) and Income Statement (Statement of Operations). In addition, the Contractor shall submit a statement regarding any pending litigation since Contractor last reported same to the County. The County reserves the right to request these audited financial statements on a more frequent basis and will so notify Contractor in writing. All financial statements will be kept confidential, only if stamped or marked as confidential on each page of the financial statement.

### **8.39 Recycled Bond Paper**

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

### **8.40 Subcontracting**

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and

- Other pertinent information and/or certifications requested by the County.
- 8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.
- 8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 8.40.6 The County's Contract Administrator is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles  
Treasurer and Tax Collector  
Contracts/Procurement Section  
500 West Temple Street, Room 464  
Los Angeles, California 90012

Before any Subcontractor employee may perform any work hereunder.

#### **8.41 Termination for Breach of Warranty to Maintain Compliance with the County's Child Support Compliance Program**

Failure of the Contractor to maintain compliance with the requirements set forth in Subparagraph 8.14, Contractor's Warranty of Adherence to the County's Child Support Compliance Program, or if Contractor is located or has its principal place of business outside the state of California, compliance to the Child Support Program in the state where it is domiciled or has its principal place of business shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within 90 days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Subparagraph 8.43, Termination for Default, and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

#### **8.42 Termination for Convenience**

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice; and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All materials, including books, records, documents, or other evidence bearing on the costs and expenses, of the Contractor under this Contract shall be maintained by the Contractor in accordance with Subparagraph 8.38, Record Retention and Inspection/Audit Settlement.



## **8.43 Termination for Default**

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract if in the judgment of County's Project Director.

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five business days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Subparagraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this subparagraph.

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but not limited to, acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes

beyond the control of both the Contractor and Subcontractor and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this subparagraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

- 8.43.4 If after the County has given notice of termination under the provisions of this Subparagraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this Subparagraph 8.43, or that the default was excusable under the provisions of Subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subparagraph 8.42 - Termination for Convenience.
- 8.43.5 The rights and remedies of the County provided in this Subparagraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 Termination for Improper Consideration**

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

#### **8.45 Termination for Insolvency**

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.46 Termination for Non-Adherence of County Lobbyist Ordinance**

The Contractor and each County Lobbyist or County Lobbying firm as defined in the County Code Section 2.160.010 retained by the Contractor shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may, in its sole discretion, immediately terminate or suspend this Contract.

#### **8.47 Termination for Non-Appropriation of Funds**

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.48 Validity**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

#### **8.49 Use of County Seal and/or TTC Logos**

The County claims right, title, and interest in and to certain intellectual property including, but not limited to, the current and former County seals and TTC logos (hereafter collectively "County Seals"). The County grants to the Contractor a non-exclusive, limited use license for the sole purpose of reproducing the County Seals in the Contractor's advertising and promotional materials used to market the TTC auctions only, including postcard mailers, auction catalog, and webpage advertising. Except as expressly authorized herein, the Contractor shall not reproduce, copy, distribute, republish, download, display, post, transmit, or make any other use of any kind whatsoever of the County Seals, in any format or by any means whatsoever. At no time shall the Contractor in any manner (i) modify the County Seals, or (ii) create derivative works of the County Seals. The Contractor shall not in any manner sublicense, transfer or assign its rights, or delegate its duties, with respect to use of the County Seals, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted sublicense, transfer, assignment, or delegation without such consent shall be null and void.

#### **8.50 Waiver**

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a

waiver thereof. The rights and remedies set forth in this Subparagraph 8.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.51 Warranty Against Contingent Fees**

8.51.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.51.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

#### **8.52 Warranty of Compliance with the County's Defaulted Property Tax Reduction Program**

The Contractor acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from a County contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge, it is now in compliance and during the Term of the Contract will maintain compliance, with the County Code Chapter 2.206.

#### **8.53 Termination for Breach of Warranty to Maintain Compliance with the County's Defaulted Property Tax Reduction Program**

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.52, Warranty of Compliance with the County's Defaulted Property Tax Reduction Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ten days of notice shall be grounds upon which the County may terminate this Contract and/or pursue debarment of the Contractor, pursuant to County Code Chapter 2.206.

#### **8.54 Time Off for Voting**

The Contractor shall notify its employees and shall require each subcontractor to notify and provide to its employees information regarding the time off for voting law (Elections Code Section 14000). Not less than ten days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

### **9.0 UNIQUE TERMS AND CONDITIONS**

#### **9.1 Local Small Business Enterprise (SBE) Preference Program**

- 9.1.1 This Contract is subject to the provisions of the County's ordinance entitled Local SBE Preference Program, as codified in Chapter 2.204 of the County Code.
- 9.1.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain certification as a Local SBE.
- 9.1.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local SBE.
- 9.1.4 If the Contractor has obtained certification as a Local SBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
  - 1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;
  - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent of the amount of the Contract; and

3. Be subject to the provisions of Chapter 2.202 of the County Code, Determinations of Contractor Non-responsibility and Contractor Debarment.

The above penalties shall also apply to any business that has previously obtained proper certification; however, as a result of a change in their status would no longer be eligible for certification and fails to notify the state and Internal Services Department (ISD) of this information prior to responding to a solicitation or accepting a Contract Award.

## **9.2 Transitional Job Opportunities Preference Program**

- 9.2.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the County Code.
- 9.2.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 9.2.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 9.2.4 If the Contractor has obtained the County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
  1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the County Code, Determinations of Contractor Non-responsibility and Contractor Debarment.

The above penalties shall also apply to any entity that has previously obtained proper certification; however, as a result of a change in their status would no longer be eligible for certification and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a Contract Award.

### **9.3 Data Destruction**

The Contractor(s) and vendor(s) that have maintained, processed, or stored the County's data and/or information, implied or expressed have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88, Guidelines for Media Sanitization.

Available at <http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88-Rev.%201>)

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive, within ten business days, a signed document from the Contractor(s) and vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

The Contractor or vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices including, but not limited to, printers, hard drives, servers, and/or workstations are destroyed consistent with the current NIST Special Publication SP 800-88, Guidelines for Media Sanitization. The Contractor or vendor shall provide the County with a written certification within ten business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.



#### **9.4 Disabled Veteran Business Enterprise Preference Program**

- 9.4.1 This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the County Code.
- 9.4.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran Business Enterprise.
- 9.4.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Disabled Veteran Business Enterprise.
- 9.4.4 If the Contractor has obtained certification as a Disabled Veteran Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
  - 1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;
  - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent of the amount of the contract; and
  - 3. Be subject to the provisions of Chapter 2.202 of the County Code, Determinations of Contractor Non-responsibility and Contractor Debarment.

The above penalties shall also apply to any business that has previously obtained proper certification; however, as a result of a change in their status would no longer be eligible for certification and fails to notify the state and the

[illegible]

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County, by order of its Board has caused this Contract to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors  
By: [Signature]  
Deputy



ATTEST:

SACHI HAMAI  
Executive Officer-Clerk  
Board of Supervisors

By: [Signature]  
Deputy

APPROVED AS TO FORM:

RICHARD D. WEISS  
Acting County Counsel

By: [Signature]  
Deputy County Counsel

CONTRACTOR: CWS Marketing Group, Inc.

By: [Signature]  
Name  
National Sales Director  
Title

COUNTY OF LOS ANGELES

By: [Signature]  
Chairman, Board of Supervisors

**ADOPTED**  
BOARD OF SUPERVISORS

**# 18 OCT 21 2014**

[Signature]  
SACHI A. HAMAI  
EXECUTIVE OFFICER

# **EXHIBIT A**

## **STATEMENT OF WORK**

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## 1.0 SCOPE OF WORK

### 1.1 BACKGROUND

- 1.1.1 In Los Angeles County (County), the Treasurer and Tax Collector (TTC) serves as the Public Administrator (PA) who administers decedents' estates. The PA, under contract, also provides accounting and administrative services to the Public Guardian Division of the Department of Mental Health (DMH/PG) which represents conservatee estates. The California Probate Code 10250-10263 authorizes the PA to sell by public or private sale the property of decedent and conservatee estates, when necessary, for the best interest of the estate or benefit of the conservatee.
- 1.1.2 The TTC's PA Division is responsible for safeguarding estate assets and liquidating them, or distributing them in-kind to those entitled, in accordance with the California Probate Code 10250-10263. When personal property is found, it is packed in boxes and crated for storage in the TTC's Warehouse until it becomes necessary to sell the property. Valuables, such as jewelry and coins, are stored in a vault at another location. Vehicles including, but not limited to, cars, trucks, motorcycles, and trailers are towed to TTC's Warehouse for storage.
- 1.1.3 The TTC uses an estate management software application called the Client and Asset Management System (CAMS) that maintains an inventory of all estate property and records the financial transactions associated with each estate's property. CAMS is also used to generate auction lists and, on the day of the auction, record and reconcile the sales transactions of the Personal Property items to ensure complete accountability over the disposition of estate assets.

At this time, CAMS does not have the capability to process an auction in real time and sales transactions cannot be reconciled on auction day. A paper process is currently in place for both TTC staff and the Contractor to capture auction transaction information, including the bidder, lot purchased, and final winning bid amount. Accordingly, the Contractor will need to employ its own real time system, if any, and the current paper process for each auction until such time as CAMS is capable of real time auction processing. The close out of the auction that reconciles all sales transactions is done by TTC staff a week or two after the auction. All sales transactions are completed after the TTC receives the auctioneer's sales transaction records and matched against the auctioneer's invoice, the TTC's independent records of sales transactions, and the auctioneer's payment of net proceeds.

## 1.2 SCOPE OF SERVICES

- 1.2.1 Personal property auctions are generally held monthly at 9:00 a.m. (Pacific Standard Time) on the second Saturday of the month at TTC's PA Warehouse, 16610 East Chestnut Street, City of Industry, California 91748. **The public preview of property for sale begins no earlier than 7:30 a.m. (Pacific Standard Time).** The TTC has the sole responsibility for setting auction schedules. The TTC and the Contractor may agree to a different auction schedule if the need arises. Historically, the TTC holds eight to ten monthly auctions each year. The frequency, however, is dependent on the quantity of items designated by the TTC as available for auction. The TTC guarantees no minimum compensation to the auctioneer vendor for any personal property auction.
- 1.2.2 Property to be auctioned (i.e., property authorized for sale only) may include any form of personal property including, but not limited to, appliances, electronics, clothing, sport and outdoor equipment, furniture, artworks, home furnishings, bric-a-brac, jewelry, tools, and vehicles.
- 1.2.3 If the situation warrants, the TTC may request the Contractor to conduct field auctions. Typically, these would include auctioning personal property at a residence, marina, or storage unit where it is not cost effective to move the property to the TTC's Warehouse, or where there are fixtures or large stock located at a place of business.
- 1.2.4 The Contractor shall be responsible for the initiation/placement, completion/publication, and payment of associated costs for all advertising which shall include listing items on the Contractor's Website. Such listings shall include, but not limited to, photographs of items, detailed descriptions, and disclosure of valuable items (i.e., valuable, unique and/or distinctive). Additional advertising efforts shall include auction notice production and mailing, mailing list maintenance, and auction catalog production. The TTC may require the Contractor to provide an internet web page address to which will direct browsers to the Contractor's website. The website should display upcoming auction dates and items to be offered for sale. The Contractor's website shall include electronic copy of the Bidder Registration Form available for download. The website shall also allow bidders who participated in prior auctions the ability to search for their respective CAMS Master Bidder Number.
- 1.2.5 The identification of valuable, unique, and/or distinctive items will be done jointly by the Contractor and TTC staff. If there is any question as to the identity and/or authenticity of potentially valuable items, TTC staff (County's Contract Manager or County's Contract Monitor) will



make the final determination. The Contractor must use its best efforts to maximize estate income by recognizing high value, collectable, or otherwise intrinsically valuable items. This will include the Contractor and/or the TTC acquiring an independent appraiser(s) and may involve the use of internet marketing/sales by the Contractor to attract appropriate customers.

- 1.2.6 The Contractor is responsible for ensuring that the auctioneer and/or appraiser is qualified, knowledgeable, experienced, and maintains, as applicable, the appropriate certifications and/or licenses necessary to perform its duties. In the event of the auctioneer's or appraiser's negligence or malfeasance, the Contractor shall be liable for any loss to an affected estate, cost, or expense incurred by the County therefrom.
- 1.2.7 All auctioneering services shall be completed in accordance with the following regulations and any other regulations unique to the particular property or sale:
  - 1.2.7.1 California Probate Code Section 10503, governing the sale of personal property with independent administration authority;
  - 1.2.7.2 California Welfare and Institutions Code Section 10850 and applicable privacy provisions of the federal Health Insurance Portability and Accountability Act (HIPAA), governing the confidential nature, availability, and disclosure of records related to DMH/PG conservatees;
  - 1.2.7.3 California Civil Code Title 2.95 of Part 4 of Division 3 (Section 1800.600 et seq.), governing auctions; and
  - 1.2.7.4 California Probate Code Sections 2541-2545, governing guardian or conservator sale of personal property.

## **2.0 GENERAL REQUIREMENTS**

### **2.1 COUNTY PERSONNEL – COUNTY'S CONTRACT ADMINISTRATOR**

The TTC shall assign a County Contract Administrator, County's Contract Manager/County's Alternate Contract Manager, and County's Contract Monitor to provide overall management and coordination of the Contract and act as liaisons for the TTC.

- 2.1.1 The County's Contract Administrator is designated in Exhibit E – County's Administration. The County shall contact the Contractor in writing of any change in the name or address of the County's Contract Administrator.

- 2.1.2 The County's Contract Administrator shall be responsible for ensuring that the objectives of this Contract are met and determining the Contractor's compliance with the Contract and inspecting all tasks, deliverable, goods, services, or other work provided by or on behalf of the Contractor.
- 2.1.3 The County's Contract Administrator is responsible for providing overall direction to the Contractor in the areas relating to the County policy, information requirements, and procedural requirements.
- 2.1.4 The County's Contract Administrator is not authorized to make any changes in any of the terms and conditions of this Contract, except as permitted in accordance with Subparagraph 8.1, Change Notices and Amendments, and is not authorized to further obligate the County in any respect whatsoever.

## **2.2 COUNTY'S CONTRACT MANAGER**

- 2.2.1 The responsibilities of the County's Contract Manager/County's Alternate Contract Manager include:
  - As needed, requesting meetings with the Contractor's Contract Manager/Alternate Contractor's Contract Manager; and
  - Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.
- 2.2.2 The County's Contract Manager/Alternate County's Contract Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate the County in any respect whatsoever
- 2.2.3 The TTC reserves the right to have the County's Contract Administrator and/or County's Contract Manager/Alternate County's Contract Manager, or the designated alternate interview any or all prospective employees of Contractor who may provide services pursuant to this agreement.
- 2.2.4 The TTC shall inform the Contractor in writing of the name, address, and telephone number of the individuals designated to act as the Contract Administrator, Contract Manager, and Contract Monitor, or any alternate identified in Exhibit E, the County's Administration, of this Contract.

## **2.3 COUNTY'S CONTRACT MONITOR**

The County's Contract Monitor is responsible for overseeing the day-to-day administration of this Contract. The Contract Monitor reports to the County's Contract Manager.

## **2.4 CONTRACTOR'S PERSONNEL**

The Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on-site shall be authorized to act for the Contractor in every detail and must speak and understand English.

## **2.5 CONTRACTOR'S CONTRACT ADMINISTRATOR**

2.5.1 The Contract Administrator shall be a full-time employee of the Contractor. The Contractor's Contract Administrator shall be the principal officer in the Contractor's office to service the Contract and to act as a liaison for the Contractor in coordinating the performance under the Contract. The TTC must be provided in writing with the name, address, and telephone number of the individual designated to act as the Contract Administrator or any alternate identified in Exhibit F, Contractor's Administration, of this Contract, provided a current copy of the person's resume at the time the Contract is executed, and notified as changes occur.

2.5.2 The Contract Administrator shall be responsible for Contractor's performance of all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor and ensuring the Contractor's compliance with this Contract.

2.5.3 The Contract Administrator shall be available to meet and confer with the County's Contract Administrator on an as needed basis, either in person or by telephone as mutually agreed by the parties, to review Contract performance and discuss Contract coordination. Such meetings shall be conducted at a time and place as mutually agreed by the parties.

## **2.6 CONTRACTOR'S AUCTION MANAGER**

The Contractor is also required to designate an individual to act as the Auction Manager. The Auction Manager shall provide overall management and coordination of the day-to-day auction operations and services under the Contract. The Auction Manager or designated Alternate Auction Manager shall be available from 7:00 a.m. to 4:00 p.m. (Pacific Standard Time) to oversee the applicable auction preparations. In addition, the Auction Manager or designated Alternate Auction Manager will be on-site during each

auction to oversee the auction day activities beginning at 7:00 a.m. (Pacific Standard Time) and throughout its duration.

## **2.7 CONTRACTOR'S CONTRACT MANAGER**

- 2.7.1 The Contractor shall assign a Contract Manager and a designated Alternate Contract Manager to act as liaison for the Contractor and have full authority to act on behalf of the Contractor in all matters related to the daily operation of the Contract. The Contract Manager or the Alternate Contract Manager shall be available on a daily basis Monday through Friday during the hours from 7:00 a.m. to 4:00 p.m. (Pacific Standard Time) for telephone contact and to meet with County personnel regarding the operation of the Contract.
- 2.7.2 Notice of Personnel Changes: The Contractor shall inform the TTC Contract Administrator in writing of the names, addresses, and telephone numbers of the individuals designated to act as Contract Manager, Alternate Contract Manager, Auction Manager, and Alternate Auction Manager at the time the Contract is implemented and as changes occur during the Term of the Contract. Such notification shall be made by the Contractor no later than five business days after a change occurs and shall include a current resume for the new person. The TTC shall have the right to approve the assignment or replacement of any personnel recommended by the Contractor.

## **3.0 QUALITY CONTROL**

The Contractor shall establish and utilize a comprehensive Quality Control Plan (Plan) to assure the County a consistently high level of service throughout the Term of the Contract. The Plan may be in a chart format and shall be submitted to the County's Contract Monitor for review ten business days prior to the Contract start date and within ten business days when changes occur during the Term of the Contract. The Plan shall include, but may not be limited to, the following:

- A. Method of monitoring to ensure that Contract requirements are being met;
- B. A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action shall be provided to the County upon request;
- C. The methods for identifying and preventing deficiencies in the quality of services performed before the level of performance becomes unacceptable and not in compliance with the Contract;
- D. The methods for controlling and monitoring for the prevention of loss, theft, or damage of any property by Contractor employees;

- E. The methods for documenting the monitoring results and, if necessary, the corrective action taken; and
- F. The method for assuring that confidentiality of Conservatee information is maintained while in the care of the Contractor.

### **3.1 CONTRACTOR EMPLOYEES**

- 3.1.1 The Contractor is responsible for providing the training and supervision of the personnel assigned to perform services under the Contract. Personnel assigned by the Contractor to perform these services shall at all times be employees of the Contractor, and the Contractor shall have the responsibility to hire, suspend, discipline, or discharge them. The TTC shall have the sole right to approve the assignment or replacement of any Contractor employee. However, any employee of the Contractor who, in the opinion of the TTC, is unsatisfactory shall be removed from the performance of services related to the Contract immediately upon the written request of the TTC Contract Administrator.
- 3.1.2 All personnel who provide services pursuant to the Contract must sign and adhere to the Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement, Exhibit G2. During the Term of the Contract, the Contractor shall maintain an updated file of the signed forms and shall forward copies of all signed forms to the TTC Contract Administrator within five business days of assigning a Contractor employee to the TTC's Contract.
- 3.1.3 All Contractor employees performing work under this Contract, pursuant to the Contract Subparagraph 7.7, Background and Security Investigations, shall be required to undergo and pass, to the satisfaction of the TTC, a background investigation as a condition of beginning and continuing to work under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include state, local, and federal level review, which may include, but not limited to, criminal conviction information. Contractor shall provide periodic updates as changes in Contractor staffing for the performance of work under this Contract occur during the Term of this Contract, or when requested by the TTC. Background investigation checks will be performed in the manner and method required by the TTC, which may include, but are not limited to, Live Scan fingerprinting. Examples of disqualifying factors include, but are not limited to, bribery, robbery, theft, fraud, embezzlement, forgery, extortion and perjury, or possession, sale or attempt to sell a controlled substance, and possession, sale or attempt to sell stolen property, or any felony

conviction or conviction of a misdemeanor involving moral turpitude, and job-related misdemeanor convictions. The fees associated with obtaining the background information shall be at the expense of the Contractor regardless if the Contractor's employees pass or fail the background clearance investigation.

- 3.1.4 The Contractor shall ensure a high standard of conduct by its personnel, including compliance at all times with any applicable state and federal regulations related to personal property auctions and the specific requirements of the Contract. The Contractor represents and warrants that the firm, its agents and employees will not engage in any activity or enterprise giving rise to an actual or apparent conflict of interest with the Contractor's duties under this Contract, including the purchase, indirectly or through some agency, of estate articles for later resale, whether or not for profit. The Contractor, the Contractor's employees, and relatives of the Contractor or Contractor's employees (e.g., father, mother, stepfather, stepmother, father-in-law, mother-in-law, brother, sister, husband, wife, child, stepchild, grandfather, grandmother, grandchild, or domestic partner) are specifically prohibited from the following activities:

3.1.4.1 Directly or indirectly purchasing property from any County PA auction or sale;

3.1.4.2 Entering into business partnerships with or soliciting or accepting business from any TTC employee;

3.1.4.3 Using any relationship with the County or any special or insider knowledge of the property for the benefit or gain of any other person or entity other than the decedent or conservatee estate for which the property is being sold.

- 3.1.5 The Contractor's personnel assigned to provide services under the Contract shall, at a minimum, possess the following:

3.1.5.1 Ability to speak, read, and write fluently in the English language;

3.1.5.2 Ability to communicate effectively using good judgment and discretion;

3.1.5.3 Prior training and experience in performing the required services;

3.1.5.4 Successful completion of a background and security investigation; and

3.1.5.5 Ability to comply with the requirements of the Contract.

3.1.6 One or more of the Contractor's employees should have a variety of specialized expertise with the ability to appropriately identify unique, unusual, and distinctive items (e.g., fine art, collectibles, period furniture, artifacts, antiques, etc.). The Contractor shall research and provide detailed information regarding an item's rarity, value or controversy, and shall provide copies of valid certificates as documentation.

### **3.2 TELEPHONE COVERAGE**

The Contractor shall have a listed business telephone number with staff available to receive telephone calls from prospective bidders requesting information concerning the auction. At a minimum, Contractor's personnel shall be available to provide information and assistance to prospective bidders during the hours from 7:00 a.m. to 4:00 p.m. (Pacific Standard Time), Monday through Friday. A recorded message is acceptable for after-hours. A toll-free telephone number is desirable.

### **3.3 COMPLAINTS**

3.3.1 In the event the Contractor receives any oral or written complaints regarding an account referred or assigned to the Contractor under the Contract, the Contractor shall immediately notify the County's Contract Monitor by telephone. Such notification shall be followed up in writing within three business days. The Contractor shall provide the County's Contract Manager with a copy of any written complaint within three business days of receipt of same. The County's Contract Manager shall immediately notify the Contractor, by telephone, of any oral or written complaints received by the TTC about the Contractor, will follow up in writing within three business days, and shall provide the Contractor with copies of any written complaints received by the TTC within three business days of receipt.

3.3.2 The Contractor shall maintain a master complaint log of all complaints received. The Contractor shall promptly investigate all complaints received and provide a written report to the County's Contract Manager regarding the disposition of each oral and written complaint within five business days of written notification of such complaint. Minimum elements of the written report shall include a statement of the complaint, identification by name of the Contractor employee(s) involved, results of Contractor's investigation of the complaint, and a statement regarding the corrective action taken to avoid a recurrence of such a complaint. The County retains the right to terminate the Contract in accordance with the Contract Subparagraph 8.43,

Termination for Default, if the Contractor does not take any action with regard to said complaint(s).

### **3.4 COMPLIANCE AND PERFORMANCE MONITORING**

The TTC shall, on a regular basis, monitor the Contractor's performance based on, but not limited to, the following:

- 3.4.1 Compliance with Contract Terms;
- 3.4.2 Quality of services provided;
- 3.4.3 Accuracy in providing the services;
- 3.4.4 Adherence to required schedules and formats;
- 3.4.5 Actual sales performance, including advertising, auction calling, and other marketing activities;
- 3.4.6 Compliance with the Performance Requirements Summary located in Exhibit C, Technical Exhibits; and
- 3.4.7 Ability to recognize and assess value, and appropriately market property items, as to effectively generate and maximize estate revenue.

## **4.0 AUCTION REQUIREMENTS**

### **4.1 AUCTION PREPARATION**

- 4.1.1 The TTC shall designate the personal property, including vehicles that will be auctioned by the Contractor. The Contractor's physical inspection of the property must take place as soon as practical to ensure that item descriptions are available for advertising, which shall include Internet advertising. It is required that the Contractor view, jointly with the TTC, the vault-stored items (e.g., jewelry, coins, artwork, etc.) located at the PA's Headquarters as soon as possible to identify valuable, unique and/or distinctive items for possible advertising, and to obtain appraisal(s) of items. The property in crates at the TTC's Warehouse cannot be viewed until Subparagraph 4.1.2 is initiated.
- 4.1.2 TTC staff will move crates to a staging area in the TTC's Warehouse one month prior to the upcoming auction.
- 4.1.3 Starting on the next business day after the prior auction or 30 days prior to the upcoming auction, TTC staff will "pull" autos and personal property at the TTC's Warehouse, and jewelry and other items at the vault for the next auction. TTC staff will notify the Contractor when the



pulled items are available for review. The Contractor shall view the pulled autos and personal property at the TTC's Warehouse, and the jewelry and other items at the vault at least 15 calendar days prior to auction. The Contractor shall photograph the pulled property for marketing purposes. The Contractor shall assign lot numbers to the jewelry and other vault items. Concurrently, the Contractor shall sign the Property Sheet (County form PA 65) verifying all vault items that were lotted and set aside for auction.

- 4.1.4 TTC staff will review items for the auction at the TTC's Warehouse and assign the initial lots and appropriately merchandise the property within five business days after the property is removed from the crates. The TTC will generate a write-up of these items for submission to the Contractor for the creation of the auction catalog.
- 4.1.5 High-end and Specialty Collectables: Appraisal shall be initiated, market value determined, and direct/private sale method determined. The TTC will consider innovative marketing approaches, including the use of the Internet, provided Contractor includes appropriate security and control over any and all sales transactions, or other marketing plan developed as approved by the TTC.
- 4.1.6 Jewelry and Other Specialty Items: The Contractor shall photograph each auto, significant furniture piece, valuable, unique and/or distinctive piece of jewelry, or other unique item for marketing purposes. Contractor shall perform this work at minimum ten business days prior to the scheduled auction.
- 4.1.7 The TTC reserves the right to arrange for its own appraisers and will disclose any appraisals made to the Contractor. In all cases, reserves, i.e., predetermined minimum values/starting bid amounts, shall be established by the TTC.
- 4.1.8 The TTC shall provide tables and set up chairs for the auction. Glassed jewelry display counters shall also be provided by the TTC. The Contractor will be responsible for providing any additional display cabinets and other fixtures that they deem necessary. The Contractor shall provide audio equipment, including microphones, speakers, digital recorders, and a portable public address system for use at the TTC's Warehouse auction and at field sales.
- 4.1.9 After the lotting write-up is completed and entered into the TTC's case management information system, the Contractor cannot rearrange the property or change the lot numbers.

- 4.1.10 The Contractor will submit two copies of the auction catalog to the TTC no later than three business days prior to the auction date, one each to the attention of:

Craig Hendrickson	and	Harold Winston
County's Contract Manager/ Operations Chief		County's Contract Monitor/ Warehouse Supervisor
320 West Temple Street, 8 <sup>th</sup> Floor		16610 Chestnut Ave.
Los Angeles, CA 90012		City of Industry, CA 91748

- 4.1.11 The Contractor shall not remove any property from the TTC's Warehouse premises unless the property belongs to the Contractor or Contractor staff.
- 4.1.12 The Contractor shall be responsible and liable for the loss, theft, or damage of any property, which is attributable to the Contractor's employees.

## 4.2 AUCTION APPRAISALS

- 4.2.1 The Contractor's appraiser **must** recognize and identify objects, antique and contemporary, utilitarian and non-utilitarian in order to properly market the objects and maximize the value of the estate.
- 4.2.2 In the event the Contractor is unable to provide appraisal expertise as to a unique item or specialized collectables, the Contractor shall contact the County's Contract Monitor/Warehouse Supervisor to determine the feasibility of retaining a special appraiser or other artisan to determine both the value of the collectable and its marketability in a particular venue or by a particular method.
- 4.2.3 The Contractor shall provide the TTC a resume and certification(s) (e.g., American Society of Appraisers, International Society of Appraisers, etc.) for any appraiser utilized under this Contract prior to engaging the Appraiser's services for the evaluation of a particular item(s). The TTC shall have the right to approve the assignment or replacement of any appraiser recommended by the Contractor, or to designate and compensate any appraiser TTC elects to utilize in lieu of an appraiser nominated by the Contractor.
- 4.2.4 In the event it is discovered that an appraiser, selected wholly by or upon the agreement or recommendation of the Contractor, knowingly undervalued an item(s), the Contractor bears full responsibility of such negligent actions and shall be assessed accordingly pursuant to the

Performance Requirements Summary (Technical Exhibit 2 of Exhibit C).

- 4.2.5 The TTC reserves the right to acquire an independent appraiser, at the TTC's expense, for any particular estate or portion of an estate.

#### **4.3 AUCTION MARKETING**

- 4.3.1 The Contractor shall develop a marketing plan for each auction that will cover the buyer's premium, advertising (including the Internet and direct mail pieces), and an auction catalog for prospective bidders on the day of the auction. The marketing plan shall be submitted to the TTC, to the attention of the County's Contract Manager and the County's Contract Monitor, as shown above, no later than five business days prior to the auction and shall include, at a minimum, the following:
- 4.3.1.1 A list of names with their respective CAMS Master Bidder Numbers, if available, on the mailing list;
  - 4.3.1.2 Identification of any unique or "specialty" items (e.g., art, rare books and records, jewelry, or antiques) shall be posted on the Internet and incorporated into the mailing list;
  - 4.3.1.3 Postcards or acceptable media notifying potential bidders of unique or specialty items in the upcoming auction; the postcards or acceptable notification media needs to clearly display the CAMS Master Bidder Numbers for previous auction bidders and a bar code or QR code with the bidder's name and address; and the CAMS Master Bidder Number encoded in it;
  - 4.3.1.4 Anticipated ad size, run dates, and names of media publications;
  - 4.3.1.5 Any other advertising or direct mailing, including use of the internet and Contractor's Website, proposed for the upcoming auction; and
  - 4.3.1.6 Samples of the direct mail pieces.
- 4.3.2 Newspaper, other print media, electronic or Internet advertising shall be published at least one Sunday before the scheduled auction. Valuable, unique, and/or distinctive items and estates of well-known persons should be highlighted in the advertisement, as appropriate. The TTC reserves the right to suspend from marketing and sale or differentially treat items deemed, in the TTC's sole discretion, to be culturally, ethnically, or otherwise sensitive or distasteful. After the

TTC's approval of the marketing plan, the Contractor shall submit the advertising proofs to the TTC for final review and approval by 10:00 a.m. on the Wednesday falling five calendar days before the auction. No advertisements, including Internet postings, shall be placed without the TTC's prior approval of the proofs and/or images and captions.

- 4.3.3 The Contractor shall develop and maintain a mailing list, which shall include email addresses and the Master Bidder Numbers, for the purpose of notifying prospective buyers of Auction site information and future auctions, and upon request provide a copy to the TTC. At a minimum, postcard notices of upcoming auctions should be mailed to prospective buyers. Following each auction, the Contractor shall update the mailing list with the names of bidders and their Master Bidder Numbers. The TTC shall provide the Contractor with any additions to the mailing list on a monthly basis. Upon request, Contractor shall provide the TTC with a copy of the updated list on a monthly basis (this list should be provided to the TTC along with the marketing plan). The mailing list can be submitted in hard copy or in electronic form (i.e., computer disk) as defined by the TTC.
- 4.3.4 The Contractor shall send the direct mail notices to all prospective bidders whose names appear on the mailing list at least two weeks in advance of each auction in order to verify their respective addresses and provide County's Contract Manager confirmation of mailing (e.g., copies of certified return receipts, if any).

#### **4.4 INTERNET AUCTIONS**

The TTC is seeking innovative marketing approaches and/or online auctions for specialty goods for possible implementation, including the use of the Internet, provided Contractor includes appropriate security and control over any and all sales transactions. Upon approval by the TTC, the Contractor will work with TTC staff to select, prepare, photograph, and coordinate the sale of estate assets using the Internet as an advertising and sales medium and auction venue. The Contractor and County's Contract Manager will agree as to the items that will be selected and the terms surrounding the Internet auction options. The Contractor shall develop the plan for internet marketing to include, at a minimum, the following:

- Auctioneer's proposal for the website display and marketing on the internet;
- Conduct of the auction online, including identifying the proposed software application or tool to be used for webcasting the auction;
- Ease of bidding on the internet site;
- Payment collection;
- Storage and/or shipment of items sold on the internet;

- Liability for sold items if they are misplaced prior to or lost in shipment; and
- Accounting and remitting net proceeds to the TTC for all items sold.

#### 4.5 AUCTION DAY

- 4.5.1 The TTC shall arrange and pay for building security and crowd control by providing a minimum of two armed officers from the County's Sheriff's Department (Sheriff) or an alternative source. The Contractor is responsible for the safeguarding of all personal property available for auction and all cash handling. The Contractor is responsible for any losses or damage of personal property and any shortages in cash.
- 4.5.2 The Contractor shall provide adequate staff to complete the public auction, maintain the monitoring of property, provide cashiering and check out services in a timely manner, and assist buyers in receiving their purchased items (i.e., loading furniture, large objects, vehicles, etc.). All Contractor's staff and representatives shall wear matching shirts, jackets, or vests with Contractor's logo clearly visible in order to be easily identified by the public and by the TTC.
- 4.5.3 The Contractor shall provide an auctioneer to be present and conduct the public auction at the TTC's Warehouse. The auctioneer shall be an employee of the Contractor, not a subcontractor, unless agreed to in writing by the TTC, and shall at all times comply with the terms of California Civil Code Title 2.95 of Part 4 of Division 3.
- 4.5.4 The jewelry and other vault items will be brought from the vault to the TTC's Warehouse by County's Sheriff personnel on the morning of the auction. The Contractor and TTC staff will jointly verify all items delivered.
- 4.5.5 The property shall be available for inspection to prospective bidders by 7:30 a.m. (Pacific Standard Time), or as soon as possible thereafter, on the day of the auction. The Contractor shall have sufficient staff in all areas of the TTC's Warehouse to assist bidders in inspecting the property and to safeguard the estates' property.
- 4.5.6 The Contractor shall make arrangements to have a fully licensed and permitted catering truck on the premises no later than 7:30 a.m. (Pacific Standard Time) to remain throughout the period of the auction.
- 4.5.7 The Contractor shall register all prospective bidders in CAMS. Each prospective bidder shall sign a register list and fill out a Registration Form in a format to be provided by the TTC. The Registration Form shall be used to screen all prospective bidders for any characteristics which would disqualify them from bidding, including employment of the bidder or bidder's family member by the TTC, Contractor, or other

disqualifying employment. The number of the Registration Form shall be used as the buyer's number during the auction. Registration of prospective bidders shall begin at 7:30 a.m. (Pacific Standard Time) on the day of the auction. There shall be no proxy or phone-in bids allowed.

- 4.5.8 Each prospective bidder shall pay a \$100.00 deposit in the form of cash, credit card, debit card, or cashier's check in order to be registered to bid in the auction. The deposit shall be used as a credit toward any purchase by the bidder. If no purchase is made or a purchase is less than \$100.00, the difference is refundable.
- 4.5.9 The Contractor shall terminate the bidders' inspection preview and begin the auction at 9:00 a.m. (Pacific Standard Time). The Contractor shall auction the items in chronological order by Lot Number, unless otherwise agreed upon by the TTC representative, the County's Contract Manager or the County's Contract Monitor.
- 4.5.10 At the opening of the auction, the legal notice and terms of sale will be read aloud to the prospective bidders by the Contractor's personnel. The Contractor will record the entire sale process, and upon the request of TTC staff, submit a copy of the audio or video recording to the TTC no later than two business days following the request.
- 4.5.11 The Contractor and TTC shall separately record each bid and buyer's number on an "Auction Clerking Sheet" to be provided by the TTC. The Contractor and TTC shall compare and reconcile their Auction Clerking Sheets with one another throughout the auction and before Auctioneer's posting to the TTC's automated system and Contractor's independent backup system.
- 4.5.12 The Contractor's staff shall input sales information into the TTC's automated computer system via on-site terminals or the County approved laptops/tablets. The Contractor shall provide an independent backup system (e.g., manual (handwritten), computerized or other automated system) to record sales transactions in the event of a TTC automated system failure, power interruption, or similar occurrence.
- 4.5.13 The Contractor's staff shall collect all bidder deposits and payments, including sales tax and any buyer's premium, and issue receipts generated from the TTC's automated system. In the event the TTC's automated system is not available, sequentially numbered receipts shall be issued from the Contractor's independent backup system. Contractor shall accept a variety of payment media (e.g., cash, credit cards, debit cards, cashier's checks, or other acceptable methods of payment). The Contractor shall establish its own criteria for accepting

checks and other payment media. The Contractor shall be solely responsible for any resultant non-payments associated with such payments and for any fees associated with accepting and processing such payments.

- 4.5.14 The Contractor shall maintain adequate internal controls over cash handling during the auction and shall be solely responsible for any cash shortfall to the TTC.
- 4.5.15 The Contractor shall immediately contact the TTC representative at the public auction whenever any extraordinary problem occurs during the auction. The Contractor shall confer with the TTC representative before final resolution to the problem.
- 4.5.16 The TTC shall have sole discretion in determining which items will or will not be sold at auction, including items which may have been displayed and/or advertised to the public. Those who are entitled to the property set for auction, or to its proceeds (i.e., the next-of-kin of the decedent or the conservatee) have the legal authority to remove from the auction any item of property they do not want to sell. This authority may be exercised at any time, up to but not including the passage of title to the successful bidder (i.e., upon the fall of the gavel or pronouncement of "sold"). The Contractor shall have no claim for any cost or expense incurred prior to removing the item(s) against the TTC, the estate or conservatee, except for direct charges, such as a battery purchased and installed in a vehicle which is later pulled from auction. Services expended, such as for cleaning and set up, and advertising costs, cannot be claimed.
- 4.5.17 The TTC shall have sole discretion to cancel an auction or to change the auction date.
- 4.5.18 Any changes the Contractor proposes to the auction process or operation must be approved in writing by the TTC prior to the auction.

#### **4.6 POST AUCTION ACTIVITIES**

- 4.6.1 The Contractor shall be responsible for the release of all property sold at the auction upon payment in full of the sale amount. The Contractor's staff shall verify receipts of purchase and assist buyers in removing large items from the premises. Purchased items are to be removed from the premises by the end of the auction day. Any items, including vehicles, not removed by the close of business on auction day become the responsibility of the Contractor. The Contractor must remove such items from the TTC's Warehouse by the close of the next business day after the auction, unless otherwise approved and agreed to by TTC representatives. The TTC is not liable for damages

incurred on sold items left at the TTC's Warehouse for future removal by buyers or the Contractor.

- 4.6.2 Any lots not sold on auction day shall be returned to the County's Contract Monitor before the close of business on auction day.
- 4.6.3 The Contractor's staff shall collect receipts for all payments made by bidders and confirm the correct amount and gross receipts with the TTC. The Contractor shall deduct the sales commission and other expenses pre-approved by the TTC to be paid from the gross receipts. Payment of the net proceeds shall be made to the TTC via check which can be delivered in person, by certified mail or express delivery, or by wire. Net proceeds must be received no later than 12:00 noon (Pacific Standard Time) on the third business day after the auction to the County Contract Administrator. Payment shall be accompanied by a schedule of any pre-approved expenses (e.g., car batteries or tires).
- 4.6.4 The Contractor's Contract Manager shall be available for an after-auction debriefing or other meeting, if required at the sole discretion of the County's Contract Manager or County's Contract Monitor.

#### **4.7 FIELD AUCTIONS**

Due to the unique nature of field sales ( i.e., auctions of items in place such as planes and boats), the TTC shall set forth the specific details of the individual field auction. Such details are subject to negotiation between the parties and shall be mutually agreed to in writing by the TTC and the Contractor before implementation.

#### **4.8 ADDITIONAL AUCTIONEERING SERVICES**

- 4.8.1 In meeting additional needs of the County, the Contractor from time-to-time may be required to provide as needed additional auctioneering services dependent upon prior approval by the TTC. The additional auctioneering services, such as for salvaged County equipment or abandoned property taken into County custody, shall be based upon the needs of the requesting County department which may include, but are not limited to, auction dates and times, locations of auctions, staffing requirements of the County and/or Contractor, and method of remitting auction proceeds. These additional auction services shall be determined by mutual agreement between the requesting County department and Contractor. At such time, the TTC will execute an Amendment to the Contract with the Contractor for such services. The requesting department shall negotiate a Commission Rate and Buyer's Premium, as applicable, for the augmented services not to exceed the Contract Commission Rate and Buyer's Premium set forth in



Paragraph 5.0, Commission Rate and Buyer's Premium, of the Contract.

- 4.8.2 From time to time, the TTC may request Contractor to auction property other than those handled by the PA. These situations will be considered "Special Circumstance" auctions. Commissions for these auctions will be agreed to in writing between the TTC and Contractor's Contract Manager, not to exceed the Contract Commission Rate and Buyer's Premium set forth in Paragraph 5.0, Commission Rate and Buyer's Premium, of the Contract. The Special Circumstance auctions will be subject to the terms and conditions of this Contract and its SOW, with any exceptions or additional conditions set forth in writing and signed by the TTC and Contractor's Contract Manager.

## **5.0 QUALITY ASSURANCE PLAN**

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract Paragraph 8, Standard Terms and Conditions, Subparagraph 8.15, County's Quality Assurance Plan.

### **5.1 MEETINGS**

The Contractor shall meet with the County's Contract Manager at reasonable times, as determined by the County's Contract Manager. Failure to attend mandatory meetings will be cause for an assessment of \$1,000.00 per occurrence.

### **5.2 CONTRACT DISCREPANCY REPORT (Technical Exhibit 1 of Exhibit C)**

Verbal notification of a Contract discrepancy will be made to the County's Contract Monitor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and Contractor.

The County's Contract Monitor will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County's Contract Monitor within five workdays acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County's Contract Monitor within ten workdays.

### **5.3 GOVERNMENT OBSERVATIONS**

The County and/or personnel from other governmental jurisdictions may from time-to-time observe Contract operations. However, these personnel will not unreasonably interfere with Contractor's performance.

## **6.0 RESPONSIBILITIES**

The County's and the Contractor's responsibilities are as follows:

### **6.1 CONTRACTOR PERSONNEL**

The Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on-site shall be authorized to act for Contractor in every detail and must read, write, and speak English.

### **6.2 MATERIALS AND EQUIPMENT**

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

### **6.3 TRAINING**

At a minimum, the Contractor will provide training on an occasional or as requested basis. This training will be provided to the TTC deputies and TTC's Warehouse staff and will focus on how to properly recognize, describe and estimate value, as well as properly secure and transport personal property items including, but not limited to, jewelry, coins and bullion, antiques, pottery, artworks, etc.

### **6.4 CONTRACTOR'S OFFICE**

The Contractor shall maintain an office with a telephone number, preferably toll-free, in the company's name where Contractor conducts its main business. The office shall be staffed during the hours from 7:00 a.m. to 4:00 p.m. (Pacific Standard Time), Monday through Friday. The Contractor must have at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls.

## **7.0 LOS ANGELES COUNTY HOLIDAYS**

The Contractor is not required to work on the following County recognized holidays:

- New Year's Day

- Martin Luther King, Jr.'s Birthday
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Day

## **8.0 PERFORMANCE REQUIREMENTS SUMMARY**

All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor. When the Contractor's performance does not conform to the requirements of this Contract, the County will have the option to apply the following non-performance remedies:

- Require Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Assess a reduction in the allowed commission rate, increasing the net amount owed the County from the gross proceeds received by the Contractor by a computed amount based on the assessment fee(s) in the PRS, or as determined by the TTC, request direct payment to the TTC if any assessments are incurred.
- Reduce, suspend, or cancel this Contract for systematic or deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten days shall constitute authorization for the County to have the service(s)

performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County from the Contractor's commission, direct payment, or on the Contractor's future invoice, as appropriate.

This section does not preclude the County's right to terminate the contract upon ten days written notice with or without cause, as provided for in the Contract Paragraph 8, Standard Terms and Conditions, Subparagraph 8.42, Termination for Convenience.

## **9.0 GREEN INITIATIVES**

- 9.1** The Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 9.2** The Contractor shall notify County's Contract Manager of Contractor's new green initiatives prior to the Contract commencement.

## **EXHIBIT B**

### **COMMISSION RATE AND BUYER'S PREMIUM**

**Commission as Percentage of Gross Sales: 22%\*\***

**Buyer's Premium: 15%\*\***

**\*\* Expressed as a percentage.**

# **EXHIBIT C**

## **CONTRACT TECHNICAL EXHIBITS**

**EXHIBIT C**

**TECHNICAL EXHIBITS**

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# TECHNICAL EXHIBIT 1

## CONTRACT DISCREPANCY REPORT

**TO:**

**FROM:**

**DATES:**      **Prepared:** \_\_\_\_\_

**Returned by Contractor:** \_\_\_\_\_

**Action Completed:** \_\_\_\_\_

**DISCREPANCY PROBLEMS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of County Representative

Date

**CONTRACTOR RESPONSE (Cause and Corrective Action):** \_\_\_\_\_

\_\_\_\_\_

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Contractor Representative

Date

**COUNTY ACTIONS:**\_\_\_\_\_

\_\_\_\_\_

**CONTRACTOR NOTIFIED OF ACTION:**

County Representative's Signature and Date \_\_\_\_\_

Contractor Representative's Signature and Date



## TECHNICAL EXHIBIT 2

### PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
<b>CONTRACT</b>			
Paragraph 7.0 - Administration of Contract	Contractor shall notify the County in writing of any change in name or address of the Contract Manager, Auction Manager, and alternate Auction Manager within five business days, as applicable with resume.	Inspection, Observation, and Complaints	\$100 per day that notification is late.
Paragraph 7.7, Background and Security Investigation	Employee background checks.	Complaints, spot checks of assigned personnel	\$500 per incident of noncompliance.
Subparagraph 7.8, Confidentiality	Employee acknowledgement and confidentiality agreement signed and provided to the TTC within three working days.	Review of reports; complaints	<ul style="list-style-type: none"> <li>• \$100 per day per employee when form not signed.</li> <li>• \$1,000 per unauthorized release of information.</li> </ul>
Paragraphs 8.24 and 8.25, Insurance	Maintain required insurance policies.	Receipt and review of insurance information	\$100 per day late; following policy expiration, i.e., coverage not maintained. Contract termination at the TTC's option.
Subparagraph 8.38, Record Retention and Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Subparagraph 8.38.	Inspection of files	\$50 per occurrence; i.e., upon notification of incomplete/missing records, and/or failure to provide Financial Statements. \$500 per occurrence if not recovered within 48 hours.
Subparagraph 8.40, Subcontracting	Contractor shall obtain County's written approval prior to subcontracting any work.	Inspection and Observation	\$500 per occurrence; possible termination for default of Contract.

**TECHNICAL EXHIBIT 2**

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>MONITORING METHOD</b>	<b>DEDUCTIONS/FEES TO BE ASSESSED</b>
<b>STATEMENT OF WORK</b>			
Subparagraph 3.3, Complaints	Handle complaints as required.	Complaints, review of logs	\$100 per day late.
Subparagraph 4.1, Auction Preparation	Perform auction preparation as required.	On-site monitoring	\$200 per incident of non-compliance; \$100 per day late.
Subparagraph 4.2, Auction Appraisals	Perform recommended appraisals as required.	On-site monitoring	\$1,000 per incident of failure to provide or communicate with the TTC the need for special appraiser.
Subparagraph 4.2, Auction Appraisals, Section 4.2.4	Undervaluation of assets.	On-site monitoring, second opinion	\$1,000 per item undervalued; Contract termination at the TTC's option.
Subparagraph 4.3, Auction Marketing	Develop and Implement marketing plan as required.	Review of plan and actual ads, mailings, etc.	\$500 per incident of non-compliance.
Subparagraph 4.5, Auction Day	Auction conducted as required.	On-site review of auction; review of audio or video recording	\$100 per incident of non-compliance.
Subparagraph 4.5 Auction Day, Section 4.5.2	Contractor personnel all wearing clothing with identifiable logo or Contractor name	On-site observation	\$100 per person per auction not properly attired.
SOW: Subparagraph 4.5, Auction day, Section 4.5.7	All prospective bidders signed register list, filled out a "Registration Form," and were screened for disqualification.	On-site monitoring; review of register list and "Registration Forms"	\$1,000 per each bidder not registered; \$1,000 per incident of proxy or phone-in bid.
Subparagraph 4.5 Auction Day, Section 4.5.10	Audible recording submitted within two business day of auction.	Receipt and review of recording	\$100 per day late; \$500 per inaudible recording.
Subparagraph 4.6, Post Auction Activities	Net proceeds remitted to the TTC timely and accurately.	Review of receipts and expenses	\$1,000 per incomplete/inaccurate remittance; \$500 per day late.
Subparagraph 5.1, Meetings	Contractor's representative to attend monthly meeting.	Attendance	\$1,000 per occurrence.

**CONTRACTOR'S EEO CERTIFICATION**CWS Marketing Group, Inc.

Contractor Name

2850 Mesa Verde Drive East, Suite 118, Costa Mesa, California 92636

Address

65-0862105

Internal Revenue Service Employer Identification Number

**GENERAL CERTIFICATION**

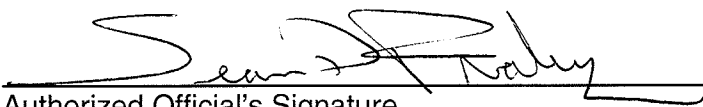
In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**CONTRACTOR'S SPECIFIC CERTIFICATIONS**

- |    |   |         |        |
|----|---|---------|--------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment.   | Yes (X) | No ( ) |
| 2. | The Contractor periodically conducts a self-analysis or utilization analysis of its work force.   | Yes (X) | No ( ) |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups.  | Yes (X) | No ( ) |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes (X) | No ( ) |

Sean D. Fraley, National Sales Manager

Authorized Official's Printed Name and Title


  
 Authorized Official's Signature

7/28/14
  
 Date

**COUNTY'S ADMINISTRATION**

CONTRACT NO. \_\_\_\_\_

**COUNTY CONTRACT ADMINISTRATOR:**

Name: Craig Hendrickson  
Title: Operations Chief  
Address: Hall of Records, 9<sup>th</sup> Floor  
320 West Temple Street  
Los Angeles, CA 90012  
Telephone: (213) 974-0404  
Facsimile: (213) 613-0159  
E-Mail Address: chendrickson@ttc.lacounty.gov

**COUNTY CONTRACT MANAGER:**

Name: Christine Malta  
Title: Assistant Operations Chief  
Address: Hall of Records, 9<sup>th</sup> Floor  
320 West Temple Street  
Los Angeles, CA 90012  
Telephone: (213) 974-0419  
Facsimile: (213) 613-0159  
E-Mail Address: cmalta@ttc.lacounty.gov

**COUNTY CONTRACT MONITOR:**

Name: Harold Winston  
Title: Supervising DPCA I  
Address: 16610 East Chestnut Street  
City of Industry, CA 91748  
Telephone: (626) 336-2364  
Facsimile: (626) 330-5709  
E-Mail Address: hwinston@ttc.lacounty.gov

## CONTRACTOR'S ADMINISTRATION

**CONTRACTOR'S NAME:** CWS Marketing Group, Inc.

**CONTRACT NO:** \_\_\_\_\_

### CONTRACTOR'S CONTRACT ADMINISTRATOR:

Name: C. William Stearman  
Title: President  
Address: 11091 Crooked Stick Lane  
Carmel, IN 46032  
Telephone: (317) 844-4270  
Facsimile: (317) 844-4388  
E-Mail Address: bill@cwsams.com

### CONTRACTOR'S CONTRACT MANAGER:

Name: Sean D. Fraley  
Title: National Sales Manager  
Address: 2850 Mesa Verde Drive East, Suite 118  
Costa Mesa, CA 92626  
Telephone: (714) 264-5740  
Facsimile: (714) 444-2587  
E-Mail Address: sfraley@cwsams.com

### CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Sean D. Fraley  
Title: National Sales Manager  
Address: 2850 Mesa Verde Drive East, Suite 118  
Costa Mesa, CA 92626  
Telephone: (714) 264-5740  
Facsimile: (714) 444-2587  
E-Mail Address: sfraley@cwsams.com

**CONTRACTOR'S ADMINISTRATION**

Name: Erik King  
Title: Office Manager  
Address: 11091 Crooked Stick Lane  
Carmel, IN 46032  
Telephone: (317) 844-4270  
Facsimile: (317) 844-4388  
E-Mail Address: eking@cwsams.com

**Notices to Contractor shall be sent to the following:**

Name: Sean D. Fraley  
Title: National Sales Manager  
Address: 2850 Mesa Verde Drive East, Suite 118  
Costa Mesa, CA 92626  
Telephone: (714) 264-5740  
Facsimile: (714) 444-2587  
E-Mail Address: sfraley@cwsams.com

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME \_\_\_\_\_ Contract No. \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

**CONTRACTOR ACKNOWLEDGEMENT:**

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

**CONFIDENTIALITY AGREEMENT:**

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

**EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_



**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

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- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

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**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

## **SAFELY SURRENDERED BABY LAW**

# *Safely* Surrendered



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# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

*Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.*

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

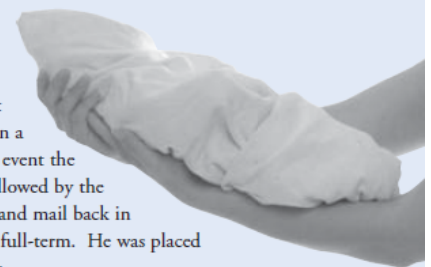
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.






# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

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En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmelo que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



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**2.206.010 Findings and declarations.**

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.030 Applicability.**

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

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**2.206.040 Required solicitation and contract language.**

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.050 Administration and compliance certification.**

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.060 Exclusions/Exemptions.**

- A. This chapter shall not apply to the following contracts:
  - 1. Chief Executive Office delegated authority agreements under \$50,000;
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
  - 3. A purchase made through a state or federal contract;
  - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
  - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
  - 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
  - 7. Program agreements that utilize Board of Supervisors' discretionary funds;

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8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
  9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
  10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
  11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
  12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
  13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
  14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.070 Enforcement and remedies.**

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
1. Recommend to the Board of Supervisors the termination of the contract; and/or,
  2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
  3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.080 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)